

## REMARKS

Claims 1-31 are pending in the present application prior to entry of this Amendment. By this amendment, claims 1-31 are cancelled without prejudice and new claims 32-45 have been added. The submitted amended claim set comprises 3 independent claims but only has 14 total claims. Since the amendment has no more than 3 independents and less than 20 claims, no additional fee should be required.

Claims 1-31 have been rejected under 35 U.S.C. 103(a) as being unpatentable over *Payne* (U.S. Patent No. 6,449,599) in view of *Fujimoto* (U.S. Patent No. 6,411,942). As submitted herewith, the newly substituted claims 32, 38, and 43 are independent, and the applicants assert that these new claims are patentable over the cited art. Consequently, the applicants respectfully request entry of the new claims under 37 C.F.R. § 1.111.

The examiner states that *Payne* teaches shipping products to the buyer authorized to purchase the product. However, neither *Payne* nor *Fujimoto* teach or disclose providing payment to the seller after completion of shipment of the item to buyer. As shown in reference to FIG. 6 of the drawings in the current application, payment to the buyer is made only after acceptable goods have been delivered. As newly substituted, independent claim 32 includes the following limitations not disclosed in *Payne*:

notifying, via the computer network, the seller to ship the item to the buyer through a shipping service using a tracking number;

determining that a shipping service tracking database maintained by the shipping service indicates that the item corresponding to the tracking number has been delivered;

and

if the seller has completed shipment of the item to the buyer, ordering a transfer of a disbursement amount of money through the disbursement instrument to the seller.

As the examiner points out, *Payne* merely states that a computer causes "the product to be sent to the client computer" (see column 3 line 40) or enables a computer "to cause advertisements and products to be sent to buyers" (see column 4 lines 66-67). *Payne* does not teach, disclose, or suggest any of the underlined limitations, specifically, notifying the seller to

ship the item to the buyer through a shipping service using a tracking number, determining that a shipping service tracking database maintained by the shipping service indicates that the item corresponding to the tracking number has been delivered; or if the seller has completed shipment of the item to the buyer, ordering a transfer of the amount of money through the disbursement instrument to the seller. Each of the features are shown in reference to FIG. 6 and FIG. 7 of the applicants' drawings and discussed in depth in the detailed description of exemplary embodiments describing those figures. Clearly, it is an advantage in a consumer payment system to track the shipment and delay payment to the seller until after delivery of the product. As shown, these limitations are not disclosed, taught or suggested by *Payne* and should render the claim allowable.

As previously stated, *Payne* merely teaches shipping products to the buyer authorized to purchase the product. Likewise, as discussed above, the new independent claim 38, includes the aforementioned features discussed in reference to claim 32 and adds an additional limitation not disclosed in *Payne* or *Fujimoto* as follows:

notifying, via the computer network, the seller to ship the item to the buyer using a shipping service;

receiving from the seller via the compute network a tracking number, provided to the seller by the shipping service, corresponding to the item;

determining that a shipping service tracking database maintained by the shipping service indicates that the item corresponding to the tracking number has been delivered; and

if the seller has completed shipment of the item to the buyer, ordering a transfer of the disbursement amount of money through the disbursement instrument to the seller.

The applicants' specification, page 35 lines 29-30, describes a shipping service that provides the seller with a tracking number for the tracking of goods while page 35 line 30 describes the seller providing the tracking number to the payment enabler. Again, *Payne* does not teach or suggest any of the above features, and more specifically, the limitation of receiving from the seller a tracking number, provided to the seller by the shipping service, corresponding to the item. Clearly, it is an advantage over the prior art to allow the seller to choose the shipping service the seller may desire, yet delay payment to the seller until after delivery of the product. Because

some shipping services may not be available in some areas or may offer significantly differing prices in certain locations or destinations, it can be advantageous to allow the seller to choose a shipping service. As shown, these additional limitations are not disclosed, taught or suggested by *Payne* and should render the claim allowable.

Similarly, the newly added independent claim 43 includes all of the features discussed in reference to claim 32 and adds additional limitations not described in *Payne* or *Fujimoto*. As shown in reference to FIG. 7 and described in the associated section of the specification, the present invention describes determining a date upon which the item is delivered and providing the buyer a predetermined amount of time in order to determine if the item is acceptable before paying the seller. These additional features are underlined as provided below:

determining a date on which a shipping service tracking database, maintained by a shipping service the seller used to ship the item to the buyer, indicates that the item was delivered to the buyer;

providing the buyer with an opportunity to indicate that the item is acceptable and an opportunity to indicate that the item is unacceptable;

determining if the buyer indicates that the item is unacceptable during a predetermined amount of time measured from the date on which the shipping service tracking database indicates that the item was delivered to the buyer;

if the buyer indicates that the item is unacceptable during the predetermined amount of time measured from the date on which the shipping service tracking database indicates that the item was delivered to the buyer, then determining that the seller has not completed shipment of the item to the buyer;

if the buyer does not indicate that the item is unacceptable during the predetermined amount of time measured from the date on which the shipping service tracking database indicates that the item was delivered to the buyer, then determining that the seller has completed shipment of the item to the buyer; and

if the seller has completed shipment of the item to the buyer, ordering a transfer of the disbursement amount of money through the disbursement instrument to the seller.

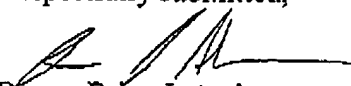
Again, *Payne* does not teach or suggest any of the above features, and more specifically, determining the date an item was delivered to the buyer and allowing the buyer to a predetermined amount of time to indicate the item is not acceptable before the payment system concludes the transaction by paying the seller. As shown, these additional limitations are not disclosed, taught or suggested by *Payne* and should render the claim allowable.

The examiner also has rejected claims 11 and 30 under 35 U.S.C § 101 for failing to provide a concrete, useful, and tangible result. The claim set as amended does not include claims directed to a computer-readable medium and thus this rejection is obviated.

#### CONCLUSION

The foregoing is submitted as a full and complete response to the Official Action mailed September 27, 2002, and it is believed to have placed all claims in condition for allowance. The applicants respectfully request entry of the above amendments under 37 C.F.R. § 1.111. If any issues remain that can be resolved by telephone, the examiner is respectfully requested to contact the undersigned at (404) 233-7000.

Respectfully submitted,

  
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